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STATE OF TENNESSEE

WORKMEN'S COMPENSATION LAW

Revised to February 11, 1943

ANNOTATIONS, ACCIDENT REPORTING LAW AND DISCOUNT TABLES

S. E. BRYANT
Commissioner of Labor

DAVID HANLY
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Division of Workmen's Compensation

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6851. **Short title.**—This Chapter shall be known as the "Workmen's Compensation Law."

6852. **Terms defined.**—In this Chapter, unless the context otherwise requires:

(a) **"Employer" shall include** any individual, firm, association or corporation, or the receiver, or trustee of the same, or the legal representatives of a deceased employer, using the services of not less than five persons for pay. If the employer is insured it shall include his insurer, unless otherwise herein povided.

(b) **"Employee" shall include** every person, including a minor, in the service of an employer, as "employer" is defined in paragraph (a) above, under any contract of hire, apprenticeship, written or implied. Any reference herein to an employee who has been injured shall, when the employee is dead, also include his legal representatives, dependents and other persons to whom compensation may be payable under this Chapter.

(c) **"Average weekly wages"** shall mean the earnings of the injured employee in the employment in which he was working at the time of the injury during the period of fifty-two weeks immediately preceding the date of the injury, divided by fifty-two; but if the injured employee lost more than seven days during such period when he did not work, although not in the same week, then the earnings for the remainder of such fifty-two weeks shall be divided by the number of weeks remaining after the time so lost has been deducted. Where the employment prior to the injury extended over a period of less than fifty-two weeks, the method of dividing the earnings during that period by the number of weeks and parts thereof during which the employee earned wages shall be followed; provided, results just and fair to both parties will thereby be obtained. Where by reason of the shortness of the time during which the employee has been in the employment of his employer, it is impracticable to compute the average weekly wages as above defined, regard shall be had to the average weekly amount which during the first fifty-two weeks prior to the injury or death was being earned by a person in the same grade, employed at the same work by the same employer, and if there is no such person so employed, by a person in the same grade employed in the same class of employment in the same district. Whenever allowances of any character made to an employee in lieu of wages are specified as part of the wage contract, they shall be deemed a part of his earnings.

(d) **"Injury"** and **"personal injury"** shall mean only injury by accident arising out of and in the course of employment, and shall not include a disease in any form except as it shall naturally result from the injury.

6853. **Presumption of acceptance of provisions of this law.**—Every employer and every employee, except as herein stated, shall be presumed to have accepted the provisions of this Chapter respectively to pay and accept compensation for personal injury or death by accident arising out of and in the course of the employment, and shall be bound thereby, unless he shall have given, prior to any accident resulting in injury or death, notice to the contrary in the manner herein provided.

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6854. **Exemption waived by notice; notice not to accept provisions of this law.**—Either an employer or employee who has excepted himself by proper notice from the operation of this Chapter may at any time waive such exemption and thereby accept the provisions of this Chapter by giving notice as herein provided.

The notice of exemption and the notice of acceptance heretofore referred to shall be given thirty days prior to any accident resulting in injury or death, provided, that if any injury or death occurs less than thirty days after the date of employment, notice of such exemption or acceptance given at the time of employment shall be sufficient notice thereof.

The notice of election not to accept the provisions of this Chapter shall be as follows:

(a) **Employer's notice.**—The employer shall post and keep posted in his shop or place of business a written or printed notice of his election not to be bound by the provisions of this Chapter and shall file a duplicate thereof with the Division of Factory Inspection. (This should read "Division of Workmen's Compensation," instead of "Factory Inspection.")

(b) **Employee's notice.**—The employee shall give written or printed notice to the employer of his election not to be bound by the provisions of this Chapter and file a duplicate, with proof of service on the employer attached thereto, together with an affidavit of the employee that the action of the employee in rejecting the provisions of this Chapter was not advised, counseled or encouraged by the employer or by anyone acting for the employer, with the Division of Workmen's Compensation, Department of Labor.

6855. **Relief association or funds, not affected by this law.**—Nothing in this Chapter contained shall be construed as amending or repealing any statute or municipal ordinance relating to associations or funds for the relief, pensioning, retirement, or other benefit of any employees of such municipal employer, or of the widows, children, or dependents of such employees, or as in any manner interfering with the same as now or hereafter established.

6856. **This law shall not apply to whom.**—This Chapter shall not apply to:

(a) **Any common carrier** doing an interstate business while engaged in interstate commerce, which common carrier and such interstate business is already regulated as to employer's liability or workmen's compensation by act of the Congress of the United States, it being the purpose of this act to regulate all such business which the Congress has not regulated in the exercise of its jurisdiction to regulate interstate commerce; provided, however, that this Chapter shall apply to those employees of such common carriers with respect to whom a rule of liability is not provided by Act of the Congress of the United States.

(b) **Any person whose employment at the time of injury is casual,** that is, one who is not employed in the usual course of trade, business, profession, or occupation of the employer.

(c) **Domestic servants and employers thereof;** nor to farm or agricultural laborers and employers thereof.

(d) **In cases** where less than five persons are regularly employed; provided, however, that in such cases the employer may accept the provisions of this Chapter by filing written notice thereof with the said Division of Workmen's Compensation at least thirty days before the happening of any accident or death, and may at any time withdraw the acceptance by giving like notice of withdrawal.

(e) **To the State of Tennessee,** counties thereof and municipal corporations; provided, however, that the State, any country, or municipal corporation may accept the provisions of this Chapter by filing written notice thereof with the said Division under the Commissioner of Labor, at least thirty days before the happening of any accident or death, and may at any time withdraw the acceptance by giving like notice of the withdrawal.

And providing further that the State, any county, or municipal corporation may accept the provisions of this Chapter as to any department of division of said State, county, or municipal corporation by filing written notice thereof with said Division under the Commissioner of Labor at least thirty (30) days before happening of any accident or death and may, at any time, withdraw acceptance for said Division or Department by giving like notice of the withdrawal, and such acceptance by the State, county, or municipal corporation for any Department or Division thereof, shall have effect only of making the Department or Division designated subject to the terms of this Act.

6857. **Applies to coal mine operators and employees, except.**—All the provisions of the said Chapter shall apply to coal mine operators and to their employees.

6858. **Payment to widow or widower, minor over 18; guardian or trustee of minor under 18, and receipts by them.**—Whenever payment of compensation is made to a widow or widower for her or his use, or for her or his use and the use of a child or children, the written receipt thereof by such widow or windower shall acquit the employer.

Whenever payment is made to any person eighteen years of age or over, the written receipt of such person shall acquit the employer.

Whenever payment is made to a person under the age of eighteen years, or to a dependent child as defined in subsection 2 of Section 6883 over the age of eighteen years, the same shall be paid to a duly and regularly appointed guardian or trustee of such child, and the receipt of such guardian or trustee shall acquit the employer and shall be in lieu of any claim of the parents of such child or minor for loss of services.

6859. **Remedy excludes all other rights and remedies.**—The rights and remedies herein granted to an employee subject to this Chapter on account of personal injury or death by accident shall exclude all other rights and remedies of such employee, his personal representative, dependens or next of kin, at common law or otherwise, on account of such injury or death.

6860. **Penalty for nonperformance of any statutory duty not relieved.**—Nothing in this chapter shall be construed to relieve any employer or employee from penalty for failure or neglect to perform any statutory duty.

6861. **No compensation for injury or death due to employee's fault or intoxication; burden on employer.**—No compensation shall be allowed for an injury or death due to the employee's willful misconduct or intentional self-inflicted injury, or due to intoxication, or willful failure or refusal to use a safety appliance or perform a duty required by law. If the employer defends on the ground that the injury arose in any or all of the above stated ways, the burden of proof shall be on the employer to establish such defense.

6862. **Employer not operating under this law cannot make certain defenses to suit of employee electing to so operate.**—Every employer who elects not to operate under this Chapter shall not, in any suit brought against him by an employee who has elected to operate under the provisions of this Chapter, to recover damages for personal injury or death arising from accident, be permitted to defend such suit upon any of the following grounds, namely:

(a) That the employee was negligent.

(b) That the injury was caused by the negligence of a fellow servant or fellow employee.

(c) That the employee had assumed the risk of the injury.

6863. **Employer operating under this law, and employee not operating under it, employee's suit must be as at common law.**—Every employee who elects not to operate under the provisions of this Chapter, in any action to recover damages for personal injury or death by accident brought against an employer who has elected to operate under this Chapter, shall proceed as at common law, and the employer in such suit may avail himself of all common law defenses.

6864. **Common law action and defense, when both are not so operating.**—When both employer and employee elect not to operate under this Chapter, the liability of the employer for injury or death from accident shall be the same as at common law. and the employer may avail himself of all common law defenses in actions brought by such employee to recover damages for personal injury or death due to accident.

6865. **Employer may proceed against employer and a third person liable for the injury, but cannot collect from both; employer's remedy aganist third person.**—Whenever an injury for which compensation is payable under this Chapter shall have been sustained under circumstances creating in some other person than the employer a legal liability to pay damages in respect thereto, the injured employee may, at his option, either claim compensation or proceed at law against such other person to recover damages, or proceed against both the employer and such other person, but he shall not be entitled to collect from both; and if compensation is awarded under this Chapter, the employer having paid the compensation or having become liable therefor, may collect, in his own name or in the name of the injured employee in a suit brought for the purpose, from the other person against whom legal liability for damages exists, the indemnity paid or payable to the injured employee.

6866. 3680a164. **Liability of principal or intermediate contractor for injuries; remedies against third person liable for the injuries; claim instituted against immediate employer; no waiver; place of accident.**—A principal, or intermediate contractor, or subcontractor, shall be liable for compensation to any employee injured while in the employ of any of his subcontractors and engaged upon the subject matter of the contract to the same extent as the immediate employer.

Any principal, or intermediate contractor, or subcontractor, who shall pay compensation under the foregoing provisions may recover the amount paid from any person who, independently of this Section, would have been liable to pay compensation to the injured employee, or from any intermediate contractor.

Every claim for compensation under this Section shall be in the first instance presented to and instituted against the immediate employer, but such proceedings shall not constitute a waiver of the

employee's rights to recover compensation under this Chapter from the principal or intermediate contractor, provided that the collection of full compensation from one employer shall bar recovery by the employee against any others, nor shall he collect from all a total compensation in excess of the amount for which any of said contractors is liable.

This Section shall apply only in cases where the injury occurred on, in, or about the premises on which the principal contractor has undertaken to execute work or which are otherwise under his control or management.

6867. **Employer not relieved by contract, rule, regulation or other device.**—No contract or agreement, written or implied, nor rule, regulation or other device, shall in any manner operate to relieve any employer in whole or in part of any obligation created by this Chapter, except as herein provided.

6868. **Preference or priority rights of compensation; but not as against registered mortgage.**—All rights of compensation granted by this Chapter shall have the same preference or priority for the whole thereof against the assets of the employer as is allowed by law for any unpaid wages for labor; provided, however, that such compensation shall not prejudice or be superior to the rights and interests of third persons in and to such assets if such rights and interests are secured by registered mortgage in any form or manner which is valid as to general creditors of the employer.

6869. **Exemption and nonassignability of compensation claims.**—No claim for compensation under this Chapter shall be assignable, and all compensation and claims therefor shall be exempt from claims of creditors.

6870. **Liability for accident in another State under contract made in this State.**—When an accident happens while the employee is elsewhere than in this State, which would entitle him or his dependents to compensation had it happened in this State, the employee or his dependents shall be entitled to compensation under this Chapter if the contract of employment was made in this State, unless otherwise expressly provided by said contract.

6871. **Previous permanent injury not to be considered in a subsequent permanent injury; when.**—If an employee has previously sustained a permanent injury elsewhere than in the employment in which he sustains a subsequent permanent injury, he shall be entitled to compensation only for the disability that would have resulted from the latter accident if the earlier injury had not existed, and such earlier injury shall not be considered in estimating the compensation on the basis of either a total or partial disability, to which the employee may be entitled under this Chapter.

6872. **Written notice of injury to be given to employer, when, or claim is lost.**—Every injured employee or his representative shall, immediately upon the occurrence of an injury, or as soon thereafter as is reasonable and practicable, give or cause to be given to the employer who has not actual notice, written notice of the injury, and the employee shall not be entitled to physicians' fees nor to any compensation which may have accrued under the provisions of this Chapter from the date of the accident to the giving of such notice, unless it can be shown that the employer had actual knowledge of the accident; and no compensation shall be payable under the provisions of this Chapter unless such written notice is given the employer within thirty days after the occurrence of the accident, unless

reasonable excuse for failure to give such notice is made to the satisfaction of the tribunal to which the claim for compensation may be presented.

6873. **Notice of injury shall state what; by and to whom given.**—The notice required to be given of the occurrence of an accident to the employer shall state in plain and simple language the name and address of the employee, the time, place, and nature and cause of the accident resulting in injury or death, and shall be signed by the claimant or by some person in his behalf, or by any one or more of the claimant's dependents, if the accident resulted in death to the employee. But no defect or inaccuracy in the notice shall be a bar to compensation, unless the employer can show to the satisfaction of the tribunal in which the matter is pending that he was prejudiced by the failure to give the proper notice, and then only to the extent of such prejudice.

The notice shall be given personally to the employer or to his agent or agents having charge of the business in working at which the injury was sustained by the employee.

6874. **Claim for compensation is barred; when.**—The right to compensation under this Chapter shall be forever barred, unless within one year after the accident resulting in injury or death occurred the notice required by the preceding section is given the employer and a claim for compensation under the provisions of this Chapter is filed with the tribunal having jurisdiction to hear and determine the matter.

6875. **Medical and surgical treatment to be furnished; burial expenses; physical examination; autopsy; physician to testify; value of services of employee's physician.**—For not exceeding three months after notice of the injury, the employer or his agent shall furnish free of charge to the employee such medical and surgical treatment, medicine, medical and surgical supplies, crutches, and apparatus and hospitalization, including such dental work made reasonably necessary by accident as herein defined, as may be reasonably required. The injured employee shall accept the same; provided, that the employer shall designate a group of three or more reputable physicians or surgeons if available in that community from which the injured employee shall have the privilege of selecting the operating surgeon or the attending physician; provided, however, that total liability of the employer under this Section shall not exceed One Hundred Dollars for medical expenses and an additional One Hundred Dollars for hospital expenses, if any, provided that where the medical and hospital expenses hereinabove provided for actually exceed in the aggregate the sum of Two Hundred Dollars, the injured employee shall have the right to file a petition in any court with jurisdiction to try and determine matters arising under the Workmens Compensaltion Law, praying for additional medical and hospital expenses, and such court may in the exercise of its discretion direct the employer to pay such additional medical and hospital expenses as the facts may justify, in no event, however, to exceed a total of Three Hundred Dollars for all medical expenses and a total of Two Hundred Dollars for all hospital expenses, if any, paid by the employer; and provided further, that the liability of the employer for such services rendered the employee shall be limited to such charges as prevail for similar treatment in the community where the injured employee resides. All cases of dispute as to the values of such services shall be determined by the tribunal having jurisdiction of the claim of the injured employee for compensation.

In case death results from the injury, the employer shall, in addition to the medical services, etc., referred to above, pay the burial expenses of the deceased employee, not exceeding $150. If the deceased employee leaves no dependents entitled to claim compensation under the provisions of this Chapter, the employer shall not be further liable to any one for compensation on account of the accident except for the medical and hospital service and burial expense herein provided for.

The injured employee must submit himself to the examination by the employer's physician at all reasonable times if requested to do so by the employer, but the employee shall have the right to have his own physician present at such examination, in which case the employee shall be liable to such physician for his services. The employer shall pay for the services of the physician making the examination at the instance of the employer. And in case of dispute as to the injury, the court may, at the instance of either party, or on its own motion, appoint a neutral physician of good standing and ability to make an examination of the injured person and report his findings to the court, the expense of which examination shall be borne equally by the parties. If the injured employee refuses to comply with any reasonable request for examination, or refuses to accept the medical services which the employer is required to furnish under the provisions of this Chapter, his right to compensation shall be suspended and no compensation shall be due and payable while he continues such refusal.

In all death claims where the cause of death is obscure or is disputed, any interested party may require an autopsy, the cost of which is to be borne by the party demanding the same.

Any physician whose services are furnished or paid for by the employer and who treats or makes or is present at any examination of an injured employee may be required to testify as to any knowledge acquired by him in the course of such treatment or examination as same relates to the injury or disability arising therefrom.

If in an emergency, or on account of the employer's failure or refusal to provide the medical care and service required by this Chapter, the injured employee or his dependents may provide the same, and the cost thereof, not exceeding one hundred dollars, shall be borne by the employer; provided, that the pecuniary liability of such employer shall be limited to the charges for such service as prevail in the community where the services are rendered. All cases of dispute as to the value of such services shall be determined by the tribunal having jurisdiction of the matter of compensation to the employee.

6876. **Compensation for what periods.**—No compensation shall be allowed for the first seven days of disability resulting from the injury, excluding the day of injury, except the benefits provided for in the preceding section, but if disability extends beyond that period, compensation shall commence with the eighth day after the injury. In the event, however, the disability from the injury exists for a period as much as four weeks, then compensation shall be allowed beginning with the first day after the injury.

6877. **Settlement by the parties to be approved by the circuit judge; cost to be borne by employer.**—The interested parties shall have the right to settle all matters of compensation between themselves, but all settlements, before the same are binding on either party, shall be approved by the judge of the circuit court of the county where the claim for compensation under this Chapter is

entitled to be made. Upon such settlement being approved, judgment shall be rendered thereon by the court and duly entered by the clerk. The costs of the proceeding, which shall not exceed two dollars, shall be borne by the employer.

6878. **Schedule of compensation for certain character of injuries, and for loss of certain members.**—The following is the schedule of compensation to be allowed employees under the provisions of this Chapter:

(a) **For injury producing temporary total disability**, sixty per centum of the average weekly wages as defined in this Chapter, subject to a maximum compensation of eighteen dollars per week and a minimum of seven dollars per week; provided, that if the employee receives seven dollars or more per week, then he shall receive as compensation not less than seven dollars per week; if he receives seven dollars or less per week, then the full amount of his weekly wages. This compensation shall be paid during the period of the disability of employee, but, however, not to exceed three hundred weeks. The compensation shall be paid at intervals when the wage was payable, as nearly as may be.

(b) **In all cases of temporary partial disability**, the compensation shall be sixty per centum of the difference between the wage of the workman at the time of the injury and the wage he is able to earn in his partially disabled condition. This compensation shall be paid during the period of such disability, not, however, beyond three hundred weeks, payment to be made at the intervals when the wage was payable, as nearly as may be, and subject to the same maximum, as stated in subdivision (a) of this section.

(c) **For the permanent partial disability**, the compensation shall be based upon the extent of such disability. In cases included by the following schedule, the compensation shall be that named in the schedule, to-wit:

For the loss of a thumb, sixty per centum of the average weekly wages during sixty weeks.

For the loss of a first finger, commonly called index finger, sixty per centum of average weekly wages during thirty-five weeks.

For the loss of a second finger, sixty per centum of average weekly wages during thirty weeks.

For the loss of a third finger, sixty per centum of average weekly wages during twenty weeks.

For the loss of a fourth finger, commonly called little finger, sixty per centum of average weekly wages during fifteen weeks.

For the loss of the first phalange of the thumb, or of any finger, shall be considered equal to the loss of one-half of such thumb or finger, and compensation shall be paid at the prescribed rate during one-half of the time specified above for such thumb or finger.

The loss of substantially more than one phalange shall be considered as the loss of the entire finger or thumb; provided, however, that in no case shall the amount received for more than one finger exceed the amount provided in this schedule for the loss of a hand.

For the loss of the great toe, sixty per centum of average weekly wages during thirty weeks.

For the loss of one of the toes other than the great toe, sixty per centum of the average weekly wages during ten weeks.

The loss of the first phalange of any toe shall be considered to be equal to the loss of one-half of such toe, and compensation shall be paid at the prescribed rate during one-half the time specified above for such toe.

The loss of substantially more than one phalange shall be considered as the loss of the entire toe.

For the loss of a hand, sixty per centum of average weekly wages during one hundred and fifty weeks.

For the loss of an arm, sixty per centum of the average weekly wages during two hundred weeks.

For the loss of a foot, sixty per centum of average weekly wages during one hundred and twenty-five weeks.

For the loss of a leg, sixty per centum of average weekly wages during one hundred and seventy-five weeks.

For the loss of an eye, sixty per centum of average weekly wages during one hundred weeks.

For the complete permanent loss of hearing in both ears, sixty per centum of average weekly wages during one hundred and fifty weeks.

For the loss of an eye and a leg, sixty per centum of average weekly wages during three hundred and fifty weeks.

For the loss of an eye and an arm, sixty per centum of average weekly wages during three hundred and fifty weeks.

For the loss of an eye and a hand, sixty per centum of average weekly wages during three hundred and twenty-five weeks.

For the loss of an eye and a foot, sixty per centum of average weekly wages during three hundred weeks.

For the loss of two arms, other than at the shoulder, sixty per centum of the average weekly wages during four hundred weeks.

For the loss of two hands, sixty per centum of average weekly wages during four hundred weeks.

For the loss of two legs, sixty per centum of average weekly wages during four hundred weeks.

For the loss of two feet, sixty per centum of average weekly wages during four hundred weeks.

For the loss of one arm and the other hand, sixty per centum of the average weekly wages during four hundred weeks.

For the loss of one hand and one foot, sixty per centum of the average weekly wages during four hundred weeks.

For the loss of one leg and one hand, sixty per centum of the average weekly wages during four hundred weeks.

For the loss of one arm and one foot, sixty per centum of the average weekly wages during four hundred weeks.

For the loss of one arm and one leg, sixty per centum of the average weekly wages during four hundred weeks.

For the total and permanent loss of the sight of both eyes, or the loss of both arms at the shoulder, or complete and permanent paralysis, or total and permanent loss of mental faculties, sixty per centum of the average weekly wages during four hundred weeks.

Pay for concurrent injuries.—Where an employee sustain concurrent injuries resulting in concurrent disabilities, he shall receive compensation only for the injury which produced the longest period

of disability, but this section shall not affect liability for the concurrent loss of more than one member, for which members compensations are provided in the specific schedule and in Subsection (e) below. In all cases the permanent and total loss of the use of a member shall be considered as equivalent to the loss of that member, but in such cases the compensation in and by said schedule provided shall be in lieu of all other compensation.

Permanent partial disability in certain cases.—In cases of permanent partial disability due to injury to a member resulting in less than total loss of use of such member not otherwise compensated in this schedule, compensation shall be paid at the prescribed rate during that part of the time specified in the schedule for the total loss of use of the respective member, which the extent of injury to the member bears to its total loss. If an injured employee refuses employment suitable to his capacity, offered to or procured for him, he shall not be entitled to any compnsation at any time during the continuance of such refusal, unless at any time in the opinion of the judge or chairman of the County Court of the county of his residence such refusal is justifiable. All compensations provided in clause (c) of this section for loss to members, or loss of use of members, are subject to the same limitation as to maximum and minimum as are stated in clause (a).

In all other cases of permanent partial disability not above enumerated, the compensation shall be sixty per centum of the difference between the wage of the workmen at the time of the injury and the wage he is able to earn in his partially disabled condition, subject to a maximum of eighteen dollars per week. Compensation shall continued during disability, not, however, beyond three hundred weeks.

(d) For permanent total disability as defined in Subsection (e) below, sixty per centum of the wages received at the time of the injury, subject to a maximum compensation of eighteen dollars per week and a minimum compensation of seven dollars per week, unless the wages of the employee are less than seven dollars per week, in which latter case he shall receive the full amount of his weekly wages as compensation. This compensation shall be paid during such permanent total disability, not exceeding five hundred and fifty weeks, but in all such cases drawing more compensation than seven dollars per week, the payments after the first four hundred weeks shall be reduced to seven dollars per week for the remainder of the five hundred and fifty weeks while the permanent total disability continues, payments to be made at the intervals when the wage was payable, as nearly as may be. The total amount of compensation payable under this subsection shall not exceed five thousand dollars in any case; provided, however, that in case an employee who is permanently and totally disabled becomes an inmate of a public institution; and provided further, that if no person or persons wholly dependent upon him, then the amounts falling due during the lifetime of such employee shall be paid to him or to his guardian, if non compos mentis, to be spent for the ward's benefit; such payments to cease upon the death of the employee.

(e) When any injury not otherwise specifically provided for in the Act, or in this Amendment, totally incapacitates the employee from working at an occupation which brings him an income, such employee shall be considered totally disabled, and for such disability compensation shall be paid as provided in subsection (d) hereof, provided that the total amount of compensation payable hereunder shall not exceed Five Thousand ($5,000.00) Dollars, exclusive of medical and hospital benefits.

(f) **Deductions in case of death.**—In case a workman sustains an injury, due to accident arising out of and in the course of his employment, and during the period of disability caused thereby death results approximately therefrom, all payments previously made as compensation for such injury shall be deducted from the compensation, if any, due on account of death.

6879. **Amounts paid for permanent disability, according to number of dependents.**—In all cases of permanent and total disability of an employee covered by the workman's compensation law, sixty per cent of the average weekly wages, as defined, shall be paid, subject to maximum compensation, as follows:

Where there are or are not persons dependent upon each injured employee, a maximum of eighteen dollars per week.

6880. **Amounts payable for death according to number of dependents.**—In all cases of death of an employee covered by the workmen's compensation law, sixty per centum of the average weekly wages, defined as stated, shall be paid in cases where such deceased employee leaves dependents subject to maximum compensation as follows: Eighteen dollars per week.

6881. **Basic Limitation.**—The total amount of compensation payable under the preceding section shall not exceed five thousand dollars, exclusive of medical, hospital and funeral benefits.

6882. **Contribution of compensation by two or more employers; agreement between employers.**—In case any employee for whose injury or death compensation is payable under this chapter shall at the time of the injury be employed and paid jointly by two or more employers subject to this Chapter, such employers shall contribute to payment of such compensation in a proportion of their several wage liability to such employees. If one or more, but not all, of such employers shall be subject to this Chapter and otherwise subject to liability for compensation hereunder, then the liability of such of them as are so subject shall be to pay the proportion of the entire compensation which their portion of the wage liability bears to the wages of the employee; provided, however, that nothing in this section shall prevent any agreement between the different employers between themselves as to the distribution of the ultimate burden of such compensation.

6883. **Who are dependents, wholly and partial.**—For the purposes of this Chapter, the following described persons shall be conclusively presumed to be wholly dependent:

(1) **A wife,** unless it be shown that she was voluntarily living apart from her husband at the time of his injury, and minor children under the age of sixteen years.

(2) **Children between sixteen and eighteen years of age,** or those over eighteen, if physically or mentally incapacitated from earning, shall, prima facie, be considered dependent.

(3) **Wife, child, husband, mother, father, grandmother, grandfather sister, brother, mother-in-law and father-in-law,** who were wholly supported by the deceased workman at the time of his death and for a reasonable period of time immediately prior thereto shall be considered his actual dependents and payment of compensation shall be made to them in the order named.

(4) **Partial dependents.**—Any member of a class named in subdivision (3) who regularly derived part of his support from the

wages of the deceased workman at the time of his death and for a reasonable period of time immediately prior thereto, shall be considered his partial dependent, and payment of compensation shall be made to such dependents in the order named.

(5) **In death cases,** compensation payable to dependents shall be computed on the following basis, and shall be paid to the persons entitled thereto, without administration:

(6) **Widow and no dependent child.**—If the deceased employee leave a widow and no dependent child, there shall be paid to the widow thirty-five per centum of the average weekly wages of deceased.

(7) **Widow and child.**—If the deceased employee leave a widow and one dependent child, there shall be paid to the widow for the benefit of herself and such child, forty-five per centum of the average weekly wages of deceased.

(8) **Widow and children.**—If the deceased employee leave a widow and two or more dependent children, there shall be paid to the widow for the benefit of herself and such children, sixty per centum of the average weekly wages of deceased.

(9) **Widow and children; how paid.**—In all cases where compensation is payable to a widow for the benefit of herself and dependent child or children, the Court shall have the power to determine in its discretion what portion of the compensation shall be applied for the benefit of any such child or children, and may order the same paid to a guardian.

(10) **Remarriage of widow.**—Upon the remarriage of a widow, if there be no child of the deceased employee, the compensation shall terminate; but if there be a child or children under the age of eighteen years, from the time of the remarriage the child or children shall have status of orphan or orphans, and draw compensation accordingly, not, however, to exceed sixty per cent of the average weekly wage of decedent.

(11) **Dependent orphans.**—If the deceased employee leave a dependent orphan, there shall be paid thirty per centum of the monthly wages of deceased, with ten per centum additional for each additional orphan, with a maximum of sixty per centum of such wages.

(12) **Dependent husband.**—If the deceased employee leave a dependent husband and no dependent child, there shall be paid to the husband twenty per centum of the average weekly wages of deceased.

(13) **Parent or Parents.**—If the deceased employee leave no widow or child or husband entitled to any payment hereunder, but should leave a parent or parents, either or both of whom are wholly dependent on the deceased, there shall be paid, if only one parent, twenty-five per centum of the average weekly wages of the deceased to such parent, and if both parents, thirty-five per centum of the average weekly wages of the deceased to such parents.

(14) **Grandparent, brother, sister, mother-in-law or father-in-law.**—If the deceased leave no widow or dependent child or husband or parent entitled to any payment hereunder, but leaves a grandparent, brother, sister, mother-in-law or father-in-law wholly dependent upon him for support, there shall be paid to such dependent, if but one, twenty per centum of the average weekly wages of the deceased, or if more than one, twenty-five per centum of the average weekly wages of the deceased, divided between them, or among them, share and share alike.

(15) **Compensation to dependents to cease upon death or marriage.**—If compensation is being paid under this Chapter to any dependent, such compensation shall cease upon the death or marriage of such dependent, unless otherwise provided for.

(16) **Partial dependents to receive proportion.**—Partial dependents shall be entitled to receive only that proportion of the benefits provided for actual dependents which the average amount of the wages regularly contributed by the deceased to such partial dependent at, and for a reasonable time immediately prior to the injury, bore to the total income of the dependent during the same time.

(17) **Compensation in case of death.**—The compensation payable in case of death to persons wholly dependent shall be subject to a maximum of eighteen dollars per week and a minimum of seven dollars per week, provided, that if at the time of the injury the employee receives wages of less than seven dollars per week, the compensation payable to partial dependents shall be subject to a maximum of eighteen dollars per week, and a minimum of seven dollars per week; provided, that if the income loss of said partial dependents by such death is less than seven dollars per week, then the dependents shall receive the full amount of their income loss. This compensation shall be paid during dependency, not exceeding four hundred weeks, payments to be made at the intervals when the wage was payable as nearly as may be.

(18) **Orphans and other children.**—In computing and paying compensation to orphans or other children, in all cases, only those under eighteen years of age, or those over eighteen years of age who are physically or mentally incapacitated from earning, shall be included, the former to receive compensation only during the time they are under eighteen, the latter only for the time they are so incapacitated, within the period of four hundred weeks.

(19) **Actual dependents shall be entitled to take compensation** in the order named in Subsection (3) above, until sixty per centum of the monthly wages of the deceased during the time specified in this Chapter shall have been exhausted, but the total compensation to be paid to all actual dependents of a deceased employee shall not exceed in the aggregate eighteen dollars per week; provided, however, that sums distributed under the Unemployment Compensation Act, Chapter 1, Public Acts of First Extraordinary Session of the 70th General Assembly, as amended, the Old Age Assistance Act, Chapter 49, Public Acts of 1937, as amended, the Aid to Dependent Children Act, Chapter 50, Public Acts of 1937, as amended, Aid to Blind Act, Chapter 51, Public Acts of 1937, as amended, the Federal Social Security Act, or any other Public Assistance distributed by the United States Government, the State of Tennessee, or any county or municipality thereof, shall not be considered income within the meaning of this Chapter and shall not affect the status or compensation of any person entitled to benefits as herein provided.

6884. **Limitation of time in which certain acts shall be done.**—The time within which the following acts shall be performed under this Chapter shall be limited to the following periods, respectively:

(1) **Limit of time of actions or proceedings.**—Actions or proceedings by an injured employee to determine or recover compensation, one year after the occurence of the injury.

(2) **Actions or proceedings of dependents.**—Action or proceedings by dependents to determine or recover compensation, one year after the date of notice in writing given by the employer to the Division of Workmen's Compensation, stating his willingness to pay

compensation when it is shown that the death is one for which compensation is payable. In case the deceased was a native of a foreign country and leaves no known dependent or dependents within the United States, it shall be the duty of said Commissioners to give written notice forthwith of said death to the consul or other representative of said foreign country residing within the State.

(3) **To obtain judgment.**—Proceeding to obtain judgment in case of default of employer for thirty days to pay any compensation due under any settlement or determination, one year after such default.

(4) **Physical or mental capacity to cause act to be performed.**—In case of physical or mental incapacity, other than minority, of the injured person or his dependents to perform or cause to be performed any act required within the time in this section specified, the period of limitation in any such case shall be extended for one year from the date when such incapacity ceases.

6885. **Failure to agree upon compensation, and submission to Court; procedure, appeal to Supreme Court.**—In case of a dispute over or failure to agree upon compensation under this Chapter between the employer and employee or the dependents of the employee, either party may submit the entire matter for determination to the judge or chairman of the County Court in which the accident occurred, and such judge or chairman is hereby vested with jurisdiction to hear and determine the issues and render judgment and enforce the same in the same manner as courts of record render and enforce judgment. The County Judge or chairman shall have the power to subpoena witnesses, administer oaths and punish witnesses for contempt; and, in short, he shall have such powers in conducting hearings under this Chapter as are possessed by the judges of the Circuit Courts as courts of general jurisdiction. Officers serving process, subpoenas and other papers shall have the same fees now provided by law for such officers in the magistrates' courts.

The party invoking the power of said Court shall file a petition setting out the facts on which the claim is based under this Chapter. Upon said petition being filed, the Clerk of the County Court shall issue and cause to be served on the defendant named in said petition a summons accompanied by a certified copy of the petition, commanding the defendant to appear and make defense to said petition before the judge or chairman of said County Court. Said summons shall be served on the defendant as in other civil cases at least ten days before the time the matter is to be heard. The county judge or chairman shall set claims for hearing not more than fifteen days after the filing of the petition unless for good cause shown. The defendant shall file an answer to said petition on or against the day specified in the summons, unless the Court grants further time in which to answer on good cause shown by affidavit. Should the defendant fail to answer the petition within the time prescribed, a judgment pro confesso will be entered against him, and the cause proceeded with ex parte. The judge or chairman trying the case shall hear the evidence offered by either or both parties, and render judgment. Either party dissatisfied with the judgment of the judge or chairman may appeal as in other civil cases to the next term of the Circuit Court of the county, where the cause will be heard by the Circuit Judge de novo. The cause shall be heard by the Circuit Judge without a jury, and as other nonjury civil cases are heard in the Circuit Court. Neither party shall have the right to demand a jury. It shall be the duty of the County Judge or chairman of the County Court, in carrying out the provisions of this Chapter, to keep a docket of all claims presented to him for settlement or adjudication, and he shall cause to be entered on a separate minute book a

final record of his findings and conclusions in litigated cases, as well as of orders, compromises or settlements made by him. For acting in each of such cases which is contested or litigated, the County Judge or chairman of the County Court shall receive a fee of five dollars, which shall be taxed as a part of the costs of the case against the unsuccessful party. For entering all orders, settlements or compromises of claims which are not controverted or litigated, the County Judge or chairman of the County Court shall receive as compensation a fee of two dollars, which shall be taxed equally against both parties. In the event of failure of either party to appeal within ten days, excluding holidays and Sundays, the judgment of a County Judge or chairman shall be final. The party filing the petition may, at his option, instead of filing the same before the County Judge or chairman, file the same as an original petition in either the Circuit, Criminal or Chancery Court of the county in which petitioner resides, or in which the alleged accident happens, in which event summons shall be issued by the Clerk of the Court in which the proceeding is instituted, and shall be returned before said Court within the time provided for proceedings before a County Judge or county chairman. The issue shall be made in the same manner, and the presiding judge shall proceed to hear the case as provided in case of appeal from the County Judge or chairman. Whenever any matter is brought before the County Judge or chairman, or before any judge, as provided herein, the said County Judge or chairman, or any judge, may, if he so desires, visit the scene of the accident and examine the surroundings.

Any party to the proceedings in the Circuit, Criminal or Chancery Court may, if dissatisfied or aggrieved by the judgment or decree of that Court, pray an appeal in the nature of a writ of error to the Supreme Court, where the cause shall be heard and determined in accordance with the practice governing other appeals in the nature of a writ of error in civil causes.

The trial of all cases under this law shall be expedited by (a) giving all such cases priority over all other cases on the trial docket in the Trial Court other than cases involving State revenue; (b) by allowing any case on appeal in the Supreme Court to be, on motion of either party, transferred to the division where the Supreme Court is then or will next be in session.

6886. **Fees of attorneys and physicians and hospital charges subject to approval of judge; limit of attorneys' fees.**—The fees of attorneys and physicians and charges of hospitals for services to employees under this Chapter shall be subject to the approval of the County Judge or chairman of the County Court, or other Court before which the matter is pending; provided, that no attorney's fees to be charged employees shall be in excess of twenty per cent of the amount of the recovery or award to be paid by the party employing the attorney.

6887. **Unlawful attorney's fee.**—The charging or receiving any fee by an attorney in violation of the preceding section shall be deemed unlawful practice and render the attorney liable to disbarment; and, further, he shall forfeit double the entire amount retained by him, to be recovered as in case of debt by the injured person or his creditor.

6888. **If alien dependents of deceased employee, Circuit Court may order payment to consul or his representative; bond required; list of dependents.**—In case a deceased employee for whose injury or death compensation is payable under the provisions of this Chapter

leaves surviving him an alien dependent or dependents residing outside of the United States, the Circuit Court, instead of the Judge or chairman of the County Court, shall hear and determine the matter and order payment of any compensation due from the employer to be made to the duly accredited consular officer of the country of which the beneficiaries are citizens, if there is such consular officer residing in this State, and if not, to the designated representative of such consular officer residing within the State, and such consular officer or his representative shall be fully authorized and empowered by this Chapter to settle all claims for compensation and receive for distribution to the persons entitled thereto such compensation. The distribution of said funds in such case shall be only made on the order of the Circuit Court. If required so to do by the Court, such consular officer or his representative shall execute a good and sufficient bond to be approved by the Court, conditioned upon the faithful accounting of the moneys so received by him, and before such bond is discharged a verified statement of receipts and disbursements of said moneys shall be made and filed in said Circuit Court.

Such consular officer or his representative shall, before receiving the first payment of such compensation, and at reasonable times thereafter, upon the request of the employer, furnish to the employer a sworn statement containing a list of the dependents, with the name, age, residence, extent of dependency and relation to the deceased of each dependent.

6889. **Copies of settlements to be filed; where.**—Copies of all settlements and releases shall be filed by the employer with the Division of Workmen's Compensation, within ten days after such settlements are made, and shall become part of the permanent records of that department.

6890. **Periodical amounts may be commuted to a lump sum payment, with consent of Circuit Court; basis.**—The amounts of compensation payable periodically hereunder may be commuted to one or more lump sum payments, These may be commuted only with the consent of the Circuit Court. In making such commutation the lump sum payment shall, in the aggregate, amount to a sum equal to the present value of all future installments of compensation calculated on a six per cent basis. No settlement or compromise shall be made except on the terms herein provided.

6891. **Awards and agreed settlements are final; when.**—All settlements of compensation by agreement of the parties, and all awards of compensation made by the Court, where the amount paid or to be paid in settlement or by award does not exceed the compensation for six months' disability, shall be final and not subject to readjustment.

6892. **Lump payments are final; periodical payments for more than six months may be modified; how.**—All amounts paid by employer and received by the employee or his dependents, by lump sum payment, shall be final, but the amount of any award payable periodically for more than six months may be modified as follows:

(a) At any time by agreement of the parties and approved by the Court.

(b) If the parties cannot agree, then at any time after six months from the date of the award an application may be made to the court by either party, on the ground of increase or decrease of incapacity due solely to the injury. In such cases the same procedure shall be followed as in Section 6884 in case of disputed claim for compensation.

6892 (a.). **Hernia—Compensation for and when allowed.**—In all claims for compensation for hernia or rupture, resulting from injury by accident arising out of and in the course of the employee's employment, it must be definitely proven to be the satisfaction of the Court:

First—That there was an injury resulting in hernia or rupture.

Second—That the hernia or rupture appeared suddenly.

Third—That it was accompanied by pain.

Fourth—That the hernia or rupture immediately followed the accident.

Fifth—That the hernia or rupture did not exist prior to the accident for which compensation is claimed.

All hernia or rupture—inguinal, femoral or otherwise—so proven to be the result of an injury by accident arising out of and in the course of the employment, shall be treated in a surgical manner by a radical operation. If death results from such operation, the death shall be considered as the result of the injury, and compensation paid in accordance with the provisions of this Act.

In case the injured employee refuses to undergo the radical operation for the cure of said hernia or rupture, no compensation will be allowed during the time such refusal continues. If, however, it is shown that the employee has some chronic disease, or is otherwise in such physical condition that the Court finds it unsafe for the employee to undergo said operation, the employee shall be paid compensation in accordance with the provisions of this Act.

6893. **Present value of future installments may be deposited in trust so as to release employer; trustee to make payments.**—Any time after the amount of any award has been agreed upon by the parties, or found and ordered by the Court, a sum equal to the present value of all future installments of compensation calculated on a six per cent basis, may (where death or the nature of the injury renders the amount of future payments certain), by leave of Court, be paid by the employer to any savings bank or trust company of this State, to be approved and designated by the Court, and such sum, together with all interest thereon, shall be held in trust for the employee or the dependents of the employee, who shall have no further recourse against the employer. The payment of such sum by the employer, evidenced by the receipts in duplicate of the trustee, one of which shall be filed with the Division of Workmen's Compensation, and the other filed with the Clerk of the Circuit Court, shall operate as a satisfaction of said award as to the employer. Payments from said fund shall be made by the trustee in the same amount and at the same time as are herein required of the employer until said fund interest shall be exhausted. In the appointment of the trustee, preference shall be given, in the discretion of the Court, to the choice of the injured employee or the dependent of the deceased employee, as the case may be.

6894. **Workmen's compensation insurance; classification risks and rates to be approved; approval withdrawn; annual statements by insurance companies.**—Every person, partnership, association or organization or corporation, whether organized under the laws of this or any other State or country, which has or may hereafter comply with the laws of the State of Tennessee, and is authorized to write accident or indemnity insurance in this State shall be authorized and empowered to write workmen's compensation insurance under the terms and provisions of this Chapter, and likewise every reciprocal

and mutual insurance association or corporation shall have the like privilege; all of such insurance carriers provided for by this section shall be subject to a tax of four per centum on premiums collected for workmen's compensation insurance, and this shall be in lieu of any other tax on premiums for the writing of such business of workmen's compensation insurance now provided for by law.

Every insurance carrier hereinbefore referred to and which insures employers against liability for compensation under the provisions of this Chapter, shall file with the Commissioner of Insurance and Banking its classification of risks and premiums relating thereto, and any subsequent proposed classification of risks and premiums, together with basic rates and schedule if a system of schedule rating be in use, none of which shall take effect until the Governor, the Secretary of State and the Commissioner of Insurance and Banking shall have approved the same. The Governor, the Secretary of State and the Commissioner of Insurance and Banking may withdraw their approval of any premium rate or schedule made by any such insurance carrier, if in their judgment such premium rate or schedule is inadequate to provide the necessary reserves, or if so high as to impose an unreasonable burden on the employer.

The Commissioner of Insurance and Banking shall require of each such carrier annually a statement showing its experience and loss ratio and such other information as will show the cost of insurance in each classification, and the Commissioner of Insurance and Banking shall annually make a report to the Governor showing the loss ratio and other items of the cost of workmen's compensation insurance for each classification.

6895. **Employers must insure their liability, or furnish satisfactory proof of financial ability; indemnity bond.**—Every employer under and affected by this Chapter (1) shall insure and keep insured his liability hereunder in some person or persons, association, organization or corporation authorized to transact the business of workmen's compensation insurance in this State; or (2) shall furnish to the Commissioner of Insurance and Banking satisfactory proof of his financial ability to pay all claims that may arise against him under this Chapter and guarantee the payment of the same in the amount and manner and when due, as provided for in this Chapter. If the employer elects to pursue the latter course, the Commissioner of Insurance and Banking shall, without discretion, require the deposit of an acceptable security or indemnity bond to secure the payment of compensation liability as may be incurred under this Chapter. Said bond shall be conditioned to run directly for the benefit of the employees subject to this Chapter, and may be enforced by them directly in an action in their name. This Chapter shall not apply to policies of insurance against loss from explosion of boilers or flywheels, or other similar single catastrophe hazards.

Every employer accepting the provisions of this Chapter shall file with the Commissioner of Labor, and annually thereafter, or as often as may be necessary under the ruling of said Commissioner, evidence of his compliance with the provisions of this Chapter, relating to insurance or indemnity to employees. Until these provisions are complied with, the employer shall be liable to an employee either for compensation under this Chapter or at law in the same manner as if the employer had refused to accept the provisions of this Chapter, and in any suit brought by the employee against the employer, the defense of contributory negligence, the fellow servants' rule, and assumption of the risk by the employee shall not be open to or set up by the employer in any common law court in which such suit may

be brought. Claim of compensation in such cases under this Chapter shall be deemed a waiver of the right to proceed at law, and institution and prosecution to final judgment of an action at law shall be deemed a waiver of all claims to compensation hereunder. No agreement by any employee to pay any portion of the insurance premium paid by his employer shall be valid, and any employer who deducts any portion of such premium from the wages or salary of any employee entitled to the benefits of this Chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not more than one hundred dollars for each offense.

If any time the said Commissioner of Insurance and Banking deems the security or bond inadequate or unsafe, he shall require adequate bond or security, and upon default thereof, he shall so advise the Commissioner of Labor.

It shall be the duty of the Commissioner of Insurance and Banking and the Commissioner of Labor to interchange information as to matters of mutual interest under this Act as amended.

6896. **Evidence of compliance with the provisions of the preceding section; fine for failure; liability to employee for compensation or damages; barred of certain defenses; waiver of compensation of damages.**—Every employer accepting the provisions of this Chapter shall file with the said Commissioner, Division of Workmen's Compensation, on a form prescribed by the Commissioner, annually, or as often as the Commissioner in his discretion deems necessary, evidence of his compliance with the provisions of the preceding section. If any such employer refuses or willfully neglects to comply with these provisions, he shall be punished by a fine of not less than ten dollars, nor more than one hundred dollars, and after such conviction shall be subject to a fine of not less than one dollar nor more than ten dollars for each day of such refusal or neglect and until he shall comply with said provisions, and also such employer so refusing or neglecting to comply, then during the continuance of such refusal or neglect shall be liable to an injured employee either for compensation as provided in this Chapter to be recovered in an action brought in a court of competent jurisdiction for that purpose, or for damages to be recovered as if this Chapter had not been enacted, as such employee may elect; and in case suit for damages is brought instead of a suit to recover compensation under the provisions of this Chapter, the employer, when sued, shall not be allowed to set up as defense to the action that the employee was guilty of contributory negligence, or that the injury was occasioned by the negligence of a fellow servant of the employee, or that the employee had assumed the risk of the injury. Claim of compensation made under this chapter shall be deemed a waiver of the right to sue for damages, and the institution and prosecution to final judgment of a suit for damages shall be deemed a waiver of a right to claim compensation under this Chapter.

6897. **Certificate of compliance with this law as to insurance; revocation thereof; new certificate.**—Whenever an employer has complied with the provision of this Chapter relating to insurance, the said Commissioner shall issue to such employer a certificate which shall remain in force for a period to be fixed by the said Commissioner, but the said Commissioner may, upon thirty days' notice, and a hearing to the employer, revoke the certificate upon satisfactory evidence, for such revocation, having been presented. At any time after such revocation the said Commissioner may grant a new certificate to the employer upon his petition.

6898. **Notice or knowledge of insured is that of the insurer as to injuries; insurer bound by awards, orders, judgments or decrees against insured.**—All policies insuring the payment of compensation under this Chapter must contain a clause to the effect that as between the employer and the insurer, the notice of or knowledge of the occurrence of the injury on the part of the insured shall be deemed notice or knowledge, as the case may be, on the part of the insurer, that jurisdiction of the insured for the purpose of this Chapter shall be jurisdiction of the insurer, and that the insurer shall in all things be bound by and subject to the awards, orders, judgments or decrees rendered against such insured, whether a formal part to the proceedings or not.

6899. **Policies must contain what provisions; obligation is not affected by defaults of insured in giving notice or otherwise; employees may sue on the policy.**—No policy of insurance against liability arising under this Chapter shall be issued unless it contains an express agreement of the insurer that it will promptly pay to the person entitled to same all benefits conferred by this Chapter and all installments of the compensation that may be awarded or agreed upon, and that this obligation shall not be affected by any default of the insured for the injury or by any default in the giving of any notice required by such policy or otherwise. Such agreement shall be construed to be a direct promise by the insurer to the person entitled to compensation under this chapter, and may be enforced directly by such person in his name, and the failure, if any, of the insured to comply with any provisions of the policy regarding notice of injury and such matters shall not be a defense in a suit on the policy by the insured employee or his dependents or representatives, unless it can be shown that such insured employee or his representatives or dependents aided and abetted in seeking to mislead or defraud the insurer.

6900. **Power of Commissioner to enforce this law; assistants employed, and their compensation; rules and regulations; forms.**—There is conferred upon the Commissioner of Labor the power to enforce the provisions of this Chapter which relate to the assurance of payments of the awards thereunder. The said Commissioner shall have the power, subject to the approval of the Governor, to employ such clerical assistance as he may deem necessary and fix the compensation of the person or persons so employed. He may make rules and regulations not inconsistent with this Chapter for the purpose of discharging his duties under the provisions of this Chapter. He may provide forms for the use of employers and such other literature as may be necessary, and shall furnish free of charge to any employee or employer such literature and blank forms as he may deem requisite to facilitate or promote the efficient administration of this Chapter.

6901. **Equitable construction to realize and attain objects and purposes of this law; derogation of common law rule is not applicable.**—The rule of common law requiring strict construction of statutes in derogation of common law shall not be applicable to the provisions of this chapter, but the same is declared to be a remedial statute which shall be given an equitable construction by the courts to the end that the objects and purposes of this Chapter may be realized and attained.

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THE COLLECTION OF INFORMATION AS TO ACCIDENTS IN FACTORIES

5363, 3052a55. **Reports of such accidents to be made to Division of Workmen's Compensation.**—It shall be the duty of every person employing labor in any workshop or factory in the State to make or cause to be made to the Department of Labor, Division of Workmen's Compensation, within three days after it shall occur, a report of each and every accident happening in, about, or in connection with such workshop or factory, where such accident might have resulted in bodily injury or death to any employee or person connected with such workshop or factory, setting forth in such report the nature of the business in which such employee is engaged, the time, place and nature of the accident, and the kind of machinery, if machinery caused the accident. (1913, 1st Ex. Ses., Ch. 32, Sec. 1; 1923, Ch. 7.)

5364 305a56. **Reports of accidents causing personal injuries or death.**—It shall be the duty of every such person to make or cause to be made to the Department of Labor, Division of Workmen's Compensation, within ten days after it shall occur, a report of each and every accident happennig to any person in, about, or in connection with such workshop or factory, which accident resulted in death or bodily injury of such a nature that the injured person does not return to his or her employment within seven days after the occurrence of such accident, setting forth in such report the nature of the business in which such employee is engaged, the time, place, and nature of the accident, the name, address, sex, age, and nature of employment of the person killed, and whether such person is married or single, and, if married, the number of persons dependent upon the injured person for support, together with a statement of how the accident occurred, and, if such accident was caused by machinery, the kind of machinery used.

(Ib., Sec. 2; 1923, Ch. 7.)

5365 3052a57. **Special and additional report upon request of inspector.**—It shall be the duty of every such person to make a full and detailed report, in addition to the information required to be furnished in Sections 5363 and 5364, upon written request of the Chief Inspector of the Department of Labor, furnishing him any information which such Chief Inspector may demand.

(Ib., Sec. 3.)

5366 3052a58. **Reports are not admissible in evidence.**—No report herein required to be made, or any part thereof, shall be admitted in evidence or referred to at the trial of any action or any judicial proceedings whatsoever.

(Ib., Sec. 4.)

5367 3052a59. **Failure or refusal to comply a misdemeanor.**—Any person who fails or refuses to comply with any of the provisions of this chapter, ro who fails and refuses to answer in detail any inquiry made by any Inspector of the Department of Labor relative to such accidents, shall be guilty of a misdemeanor, and punished, for the first offense, by a fine of not less than fifty dollars nor more than one hundred dollars, and, for the second and subsequent offenses, by a fine of not less than one hundred dollars nor more than two hundred dollars.

(Ib., Sec. 5.)

5368 3052a60. **Term, "Workshops and Factories," shall include what.**—The term, "workshops and factories," as used in this Chapter shall include the following: Manufacturing mills; mechanical, electrical, mercantile, art, and laundrying establishments; printing, telegraph, and telephone offices; department stores; or any kind of an establishment wherein labor is employed or machinery used, or operated by persons subject to the Workmen's Compensation Law.
(Ib., Sec. 6; 1927, Ch. 24.)

5369 4052a61. **Inspector shall compile and make permanent record of information.**—The Chief Inspector of his Division of the Department of Labor shall compile and make a permanent record of the information obtained by virtue of this Chapter.
(Ib., Sec. 7.)

5370 3052a62. **Appropriation for expense of collecting, compiling, and reporting information; how paid.**—The sum biennially appropriated, or as much thereof as may be necessary, is to be used for the expense incurred in collecting, compiling, and reporting this information, said expenses to be itemized, evidenced by vouchers, and sworn to, which vouchers shall be paid by warrant of the Comptroller of the State upon the request of the Chief Inspector of the Department of Labor out of collections made by that Division of said Department.
(Ib., Sec. 8.)

5371 3052a63. **Inspector to prepare and furnish printed forms for reporting information.**—It shall be the duty of the Chief Inspector of the Department of Labor to prepare and furnish, free of charge, to any person, upon application, printed forms, which, when filled out, will set out the facts required by this Chapter.
(Ib., Sec. 9.)

SUPREME COURT DECISION

The following are the decisions of the Supreme Court of Tennessee construing the various sections of the Tennessee Workmen's Compensation Law:

1. **Alternative Liability.** Sections 6862, 6863, 6864.

Scott v. Nashville Bridge Co., 143 Tenn. 86; Moore Coal Co. v. Brown, 166 Tenn. 516; Cain v. Sisk, 72 S. W. (2d) 1061.

2. **Employments Covered.** Sections 6852a, b, 6856.

Vantrease v. Smith, 143 Tenn. 254; Massengale v. Tennesseee River Navigation Co., 146 Tenn. 248; Manning v. Am. Clothing Co., 147 Tenn. 224; Vaught v. East Tenn. and W. N. C. Ry. Co., 148 Tenn. 379; Ezell v. Tipton, 150 Tenn. 300; Siskin v. Johnson, 151 Tenn. 93; Finley v. Keisling, 151 Tenn. 464; Prince v. N. C. & St. L. Ry. Co., 152 Tenn. 189; Williams v. Carolina, C. & O. Ry. Co., 154 Tenn. 224; Western Union Telegraph Co. v. Byrd, 155 Tenn. 455; Odom v. Sanford and Treadway, 156 Tenn. 202; Bohannon v. Putnam County, 157 Tenn. 170; Sledge v. Hunt, 157 Tenn. 606; Frost v. Blue Ridge Timber Corp., 158 Tenn. 18; Gebers v. Murfreesboro Laundry Co., 159 Tenn. 51; Sears, Roebuck and Co. v. Starnes, 160 Tenn. 504; Mayberry v. Bon Air Chemical Co., 160 Tenn. 459; Murphy v. Gaylord, 160 Tenn. 660; Phillips v. Tennessee Eastman Corp., 160 Tenn. 538; Walsh v. Myer Hotel Co., 161 Tenn. 355; Bragg's Quarry v. Smith, 161 Tenn. 682; Lincoln Memorial University v. Sutton, 163 Tenn. 298; Gibbons v. Roller Estates, Inc., 163 Tenn. 373; Tennesseee R. R. Co. v.

Chitwood, 163 Tenn. 303; Marshall v. South Pittsburg Lumber & Coal Co., 164 Tenn. 267; Ginn v. Forest Nursery Co., 165 Tenn. 9; Cornett v. City of Chattanooga, 165 Tenn. 563; Alsup v. Murfreesboro Bread & Ice Cream Co., 165 Tenn. 591; Robinson v. Stockley, 166 Tenn. 380; Wilmoth v. Phoenix Utility Co., 168 Tenn. 95; Wardrep v. Houston, 168 Tenn. 385; Parks v. E. M. Carmell Co., 168 Tenn. 170; Income Life Ins. Co. v. Mitchell, 168 Tenn. 471; Louisville and Nashville R. R. Co. v. Nichols, 168 Tenn. 672; Alperin v. Eagle Indemnity Co., 169 Tenn. 215; Shelton v. City of Greeneville, 169 Tenn. 366; Welch v. Reiling, 170 Tenn. 698; Dancy v. Abraham Bros. Packing Co., 171 Tenn. 311; U. S. Rubber Products Co. v. Cannon, 172 Tenn. 665; American Red Cross v. Hinson, 173 Tenn. 667; Carter v. Hodges, 175 Tenn. 96; Owen v. St. Louis Spring Co., 175 Tenn. 543; Blevins v. Pearson Hardwood Flooring Co., 176 Tenn. 606; Louisville and Nashville R. R. Co. v. Potts, 158 S. W. (2d) No. 4, page 729.

3. **Extra-Territorial Effect.** Section 6870.

Farr v. Babcock Lumber & Land Co., 109 S. E. 833; Smith v. Van Noy Interstate Co., 150 Tenn. 25; Johnson v. Carolina, C. & O. Ry. Co., 131 S. E. 390; Lee v. Chemical Construction Co., 156 S. E. 848; Tidwell v. Chattanooga Boiler and Tank Co., 163 Tenn. 420; Owen v. St. Louis Spring Co., 175 Tenn. 543; U. S. Casualty Co. v. Standard Accident Insurance Co., 175 Tenn. 559.

4. **Injuries Covered.** Sections 6852d, 6861.

Hinton Laundry Co. v. De Lozier, 143 Tenn. 399; Johnson Coffee Co. v. McDonald, 143 Tenn. 505; Milne v. Sanders, 143 Tenn. 602; Tennessee Chemical Co. v. Smith, 145 Tenn. 532; Patten Hotel Co. v. Milner, 145 Tenn. 632; Norwood v. Tellico River Lumber Co., 146 Tenn. 511; McClain v. Kingsport Improvement Comp., 147 Tenn. 130; Nashville, C. & St. L. Ry. Co. v. Wright, 147 Tenn. 619; Moore v. Cincinnati, N. O. & T. P. R. R. Co., 148 Tenn. 561; Bohlen-Huse Coal & Ice Co. v. McDaniel, 148 Tenn. 628; Vester Gas Range Mfg. Co. v. Leonard, 148 Tenn. 665; Ezell v. Tipton, 150 Tenn. 300; Tennessee Eastman Corp. v. Russell, 150 Tenn. 331; Leonard v. Cranberry Furnace Co., 150 Tenn. 346; Nashville, C. & St. L. Ry. Co. v. Coleman, 151 Tenn. 443; Hendrix v. Franklin State Bank, 154 Tenn. 287; Mullins v. Tenn. Stave & Lumber Co., 155 Tenn. 132; King v. Buckeye Cotton Oil Co., 155 Tenn. 491; Knoxville Power & Light Co. v. Barnes, 156 Tenn. 184; Washington County v. Evans, 156 Tenn. 197; Kingsport Foundry & Machine Works v. Sheffey, 156 Tenn. 150; Early-Stratton Co. v. Rollison, 156 Tenn. 256; Carmichael v. J. C. Mahan Motor Co., 157 Tenn. 613; Frost v. Blue Ridge Timber Corp., 158 Tenn. 18; Little v. Johnson City Foundry & Machine Co., 158 Tenn. 102; Shockley v. Morristown Produce & Ice Co., 158 Tenn. 148; Collins v. Brier Hill Collieries, 158 Tenn. 317; Chamber of Commerce v. Turner, 158 Tenn. 323; Baxter v. Jordan, 158 Tenn. 471; Sears, Roebuck & Co. v. Starnes, 160 Tenn. 504; Borden Mills Co., Inc., v. McGaha, 161 Tenn. 376; Home Ice Co. v. Franzini, 161 Tenn. 395; Roehl v. Graw, 161 Tenn. 461; Kingsport Silk Mills v. Cox, 161 Tenn. 470; Central Surety & Insurance Corp. v. Court, 162 Tenn. 477; McConnell v. Lancaster Bros., 163 Tenn. 194; Porter v. Travelers Insurance Co., 163 Tenn. 526; Lenoir Car Works v. Hill, 163 Tenn. 578; Hawkins v. National Life & Accident Insurance Co., 164 Tenn. 36; Elliott v. Elliott Bros., 165 Tenn. 23; American Casualty Co. v. McDonald, 166 Tenn. 25; Cambria Coal Co. v. Ault, 166 Tenn. 567; Southern Motor Car Co. v. Patterson, 168 Tenn. 252; Peters v. Salant & Salant, Inc., 168 Tenn. 272; Income Life Insurance Co. v. Mitchell, 168 Tenn. 471; Sears, Roebuck & Co. v. Finney, 169 Tenn. 547;

Forbes v. Starnes, 169 Tenn. 594; Glass v. Sullivan, 170 Tenn. 230; Town of Shelbyville v. Hamilton, 170 Tenn. 297; Kinkead v. Holliston Mills, 170 Tenn. 684; Scott v. Shinn, 171 Tenn. 478; Jellico Grocery Co. v. Hendrickson, 172 Tenn. 148; Employers Liability Assurance Corp. v. Warren, 172 Tenn. 403; Toombs v. Liberty Mutual Insurance Co., 173 Tenn. 38; Mayor and Aldermen of Tullahoma v. Ward, 173 Tenn. 91; Brown v. Birmingham Nurseries, 173 Tenn. 343; Cordell v. Kentucky-Tennessee Power Co., 173 Tenn. 596; Templeton v. Wilson, 174 Tenn. 65; American Mutual Liability Insurance Co. v. Garth, 174 Tenn. 297; Owen v. St. Louis Spring Co., 175 Tenn. 543; Reynolds v. McKnight, 177 Tenn. 228; Sharp Drug Stores v. Hansard, 176 Tenn. 595; Webster v. Fry Roofing Co., 177 Tenn. 122; Riley v. Knoxville Iron Co., 156 S. W. (2d), page 398; McBrayer v. Dixie Mercerizing Co., 176 Tenn. 560; Johnson v. Copeland, 158 S. W. (2d) No. 5, page 986; Riverside Mill Co. v. Parsons, 176 Tenn. 382; Free v. Indemnity Insurance Company of North America, 177 Tenn. 287; Matthews v. Hardaway Construction Co., 163 S. W. (2d), page 59.

5. **Occupational and Other Diseases.** Section 6852d.

Meade Fiber Corp. v. Starnes, 147 Tenn. 362; Vester Gas & Range Mfg. Co. v. Leonard, 148 Tenn. 665; King v. Buckeye Cotton Oil Co., 155 Tenn. 491; Hartford Accident & Indemnity Co. v. Hay, 159 Tenn. 202; Morrison v. Tennessee Colsolidated Coal Co., 162 Tenn. 523.

6. **Notice of Injury and Claim for Compensation.** Sections 6872, 6874, 6884.

Black Diamond Collieries v. Deal, 144 Tenn. 405; Patten Hotel Co. v. Milner, 145 Tenn. 632; McClain v. Kingsport Improvement Corp., 147 Tenn. 130; Vesta Gas Range Mfg. Co. v. Payne, 147 Tenn. 180; Meade Fiber Corp. v. Starnes, 147 Tenn. 362; Vester Gas Range & Mfg. Co. v. Leonard, 148 Tenn. 665; Williams v. Buchanan, 149 Tenn. 639; Ezell v. Tipton, 150 Tenn. 300; Graham v. J. W. Wells Brick Co., 150 Tenn. 660; Campbell v. Bon Air Coal & Iron Corp., 151 Tenn. 132; Crane Enamelware Co. v. Dotson, 152 Tenn. 401; Ware v. Illinois Central Ry. Co., 153 Tenn. 144; Beech v. Keicher, 154 Tenn. 329; Southern Ry. Co. v. Grigsby, 155 Tenn. 285; Washington County v. Evans, 156 Tenn. 197; Brookside Mills v. Harrison, 158 Tenn. 86; Coleman Co. v. Isbell, 159 Tenn. 459; Mayberry v. Bon Air Chemical Co., 160 Tenn. 459; Sears, Roebuck & Co. v. Starnes, 160 Tenn. 504; Hartwell Motor Co. v. Hickerson, 160 Tenn. 513; Borden Mills Co. v. McGaha, 161 Tenn. 376; Roehl v. Graw, 161 Tenn. 461; Kingsport Silk Mills v. Cox, 161 Tenn. 470; Bragg's Quarry v. Smith, 161 Tenn. 682; Oman v. Delius, 162 Tenn. 192; Rye v. DuPont Rayon Co., 163 Tenn. 95; Marshall Construction Co. v. Russell, 163 Tenn. 410; Liberty Mutual Ins. Co. v. Maxwell, 164 Tenn. 1; Minor v. E. I. DuPont De Nemours & Co., 164 Tenn. 226; Collins v. Murray, 164 Tenn. 580; Cooper v. Blue Diamond Coal Co., 165 Tenn. 315; Gaines v. DuPont Rayon Co., Inc., 168 Tenn. 361; Phillips v. Memphis Furniture Mfg. Co., 168 Tenn. 481; Berry v. Kroger Grovery & Baking Co., 169 Tenn. 519; Hotel Claridge Co. v. Blank, 169 Tenn. 575; Moore v. Nashville Union Stock Yards, 169 Tenn. 638; Moore v. Hines, 170 Tenn. 456; Netherland v. Mead Corp., 170 Tenn. 520; Franse v. Knox Porcelain Corp., 171 Tenn. 49; Kinke Bros. Dairy Co. v. Maharrey, 171 Tenn. 397; Riverside Mill Co. v. Parsons, 176 Tenn. 382; McBrayer v. Dixie Mercerizing Co., 176 Tenn. 560.

7. **Compensation for Total Disability.** Section 6878a, d, e.

American Zinc Co. v. Lusk, 148 Tenn. 220; Cherokee Sand Co. v. Green, 152 Tenn. 412; McKinney v. Aston, 154 Tenn. 326; Kingsport Silk Mills v. Cox, 161 Tenn. 470; White v. Tenn. Consolidated Coal Co., 162 Tenn. 380; Central Surety & Ins. Corp. v. Court, 162 Tenn. 477; Key v. Briar Hill Collieries, 167 Tenn. 229; Sears, Roebuck & Co. v. Finney, 169 Tenn. 547; Russell v. Virginia Bridge & Iron Co., 172 Tenn. 268; U. S. Rubber Products Co. v. Cannon, 172 Tenn. 665; Owen v. St. Louis Spring Co., 175 Tenn. 543.

8. **Compensation for Partial Disability.** Section 6878b, c.

Casey-Hedges Co. v. Lynch, 147 Tenn. 173; Black Diamond Collieries v. Carden, 150 Tenn. 336; Cherokee Sand Co. v. Greeen, 152 Tenn. 412; Bon Air Coal & Iron Corp. v. Johnson, 153 Tenn. 255; Jack v. Knoxville Fertilizer Co., 154 Tenn. 292; Cambria Coal Mining Co. v. Wilson, 156 Tenn. 64; Knoxville Power & Light Co. v. Barnes, 156 Tenn. 184; Russell v. Big Mountain Collieries, 156 Tenn. 193; Jackson v. Diamond Coal Co., 156 Tenn. 179; Wilkinson v. Johnson City Shale Brick Corp., 156 Tenn. 373; Mayberry v. Bon Air Chemical Co., 160 Tenn. 459; Weber Iron & Coal Co. v. Jeffery, 161 Tenn. 142; Shelbyville v. Frank Kendrick, 161 Tenn. 149; Casteel v. Aluminum Co. of America, 161 Tenn. 407; Black Diamond Collieries v. Gibbs, 161 Tenn. 413; Sanders v. Blue Ridge Glass Corp., 161 Tenn. 535; Davenport Silk Mills v. Dillinger, 163 Tenn. 402; Liberty Mutual Insurance Co. v. Maxwell, 164 Tenn. 1; Louis T. Hooper Tire Co. v. Maneese, 164 Tenn. 51; Williams v. S. & W. Construction Co., 167 Tenn. 84; Walker v. Blue Ridge Glass Co., 165 Tenn. 287; Huggins v. B. C. Jarrell & Co., 169 Tenn. 77; Hay v. Woosley, 175 Tenn. 475; Cattlett v. Chattanooga Handle Co., 165 Tenn. 343; Sun Coal Co. v. Epperson, 156 S. W. (2d), page 400.

9. **Compensation for Death.** Sections 6875, 6878f, 6880, 6881, 6883.

Marcum v. Hickel, 144 Tenn. 460; McClain v. Kingsport Improvement Corp., 147 Tenn. 130; Bohlen-Huse Coal & Ice Co. v. McDaniel, 148 Tenn. 628; Caruthers v. Lake County Mfg. Co., 150 Tenn. 269; Bry-Block Mercantile Co. v. Carson, 154 Tenn. 273; King v. Vestal Lumber & Mfg. Co., 158 Tenn. 12; Cambria Coal Co. v. Daugherty, 161 Tenn. 457; Finley v. Keisling Lumber Co., 162 Tenn. 184; Clayton Paving Co. v. Appleton, 163 Tenn. 27; Tennessee Copper Co. v. Shelton, 163 Tenn. 202; Wilmoth v. Phoenix Utility Co., 168 Tenn. 95; Oliver v. Perkins Oil Co., 168 Tenn. 278; Berry v. Kroger Grocery & Baking Co., 169 Tenn. 519; Hotel Claridge Co. v. Blank, 169 Tenn. 575; Haynes v. Columbia Pictures Corp., 162 S. W. (2d) No. 2, page 383.

10. **Medical and Surgical Aid.** Section 6875.

Vesta Gas Range Mfg. Co. v. Payne, 147 Tenn. 180; Ezell v. Tipton, 150 Tenn. 300; Crane Enamelware Co. v. Dotson, 152 Tenn. 401; Knox Stove Works v. Hodge, 154 Tenn. 187; Hughes v. Elliott, 162 Tenn. 188; Weakley County Hospital v. Kentucky-Tennessee Light and Power Co., 171 Tenn. 662; Brandon v. Kentucky-Tennessee Light & Power Co., 173 Tenn. 258; Irwin v. Fulton Sylphone Co., 166 S. W. (2d), page 610.

11. **Effect of Previous Disability.** Section 6871.

Knoxville Knitting Mills Co. v. Galyon, 148 Tenn. 228; City of Shelbyville v. Kendrick, 161 Tenn. 149; Sanders v. Blue Ridge Glass Corp., 161 Tenn. 535; Davenport Silk Mills v. Dillinger, 163 Tenn.

402; Catlett v. Chattanooga Handle Co., 165 Tenn. 343; Williams v. S. & W. Construction Co., 167 Tenn. 84.

12. **Average Wages; How Computed.** Section 6852c.

Moss v. Aluminum Company of America, 152 Tenn. 249; White v. Pinkerton Co., 155 Tenn. 229; Cambria Coal Mining Co. v. Wilson, 156 Tenn. 64; Wm. H. Coleman Co. v. Isbell, 159 Tenn. 459; Mayberry v. Bon Air Chemical Co., 160 Tenn. 459; Bragg's Quarry v. Smith, 160 Tenn. 682; Sanders v. Blue Ridge Glass Corp., 161 Tenn. 535; Marshall v. South Pittsburg Lumber & Coal Co., 164 Tenn. 267; U. S. Fidelity & Guaranty Co. v. McBride, 165 Tenn. 580; Wilmoth v. Phoenix Utility Co., 168 Tenn. 95; Carter v. Victor Chemical Works, 171 Tenn. 141; New Jellico Coal Co. v. Kenner, 172 Tenn. 148; U. S. Rubber Co. v. Cannon, 172 Tenn. 665; Toler v. N., C. & St. L. Ry. Co., 173 Tenn. 378; Templeton v. Wilson, 174 Tenn. 65; Phillips v. Diamond Coal Mining Co., 175 Tenn. 191; A. G. S. R. R. Co. v. Wright, 175 Tenn. 138.

13. **Who Are Dependents.** Section 6883.

Johnson Coffee Co. v. McDonald, 143 Tenn. 505; Milne v. Sanders, 143 Tenn. 602; Marcum v. Hickle, 144 Tenn. 460; Tennessee Chemical Co. v. Smith, 145 Tenn. 532; McClain v. Kingsport Improvement Corp., 147 Tenn. 130; Bohlen-Huse Coal & Ice Co. v. McDaniel, 148 Tenn. 628; Portin v. Portin, 149 Tenn. 530; Aluminum Company of America v. Feudnall, 150 Tenn. 446; Knox v. Washer, 153 Tenn. 630; Partee v. Memphis Concrete Pipe Co., 155 Tenn. 441; Sanders v. Fork Ridge Coal & Coke Co., 156 Tenn. 145; Cherokee Brick Co. v. Bishop, 156 Tenn. 168; Hudson v. Maxwell, 158 Tenn. 328; Knoxville Gray Eagle Marble Co. v. Meek, 159 Tenn. 577; Memphis Fertilizer Co. v. Small, 160 Tenn. 235; Duff v. Black Diamond Collieries, 161 Tenn. 486; Cambria Coal Co. v. Daugherty, 161 Tenn. 457; Lenoir Car Works v. Hill, 163 Tenn. 578; Pruden Coal & Coke Co. v. Johnson, 167 Tenn. 358; Wilmoth v. Phoenix Utility Co., 168 Tenn. 95; Southern Motor Car Co. v. Patterson, 168 Tenn. 252; Oliver v. Perkins Oil Co., 168 Tenn. 278; Shea v. Hoffman, 168 Tenn. 628; Summers v. Tennessee Eastman Corp., 169 Tenn. 335; Sands v. Brock Candy Co., 171 Tenn. 235; Southern Ry Co. v. Baskette, 175 Tenn. 253; Whitwell Coal Corp. v. Carnett, 175 Tenn. 433; Sharp Drug Stores v. Hansard, 176 Tenn. 595; Wright v .Armstrong, 163 S. W. (2d), page 78; Sweeton v. Tennessee Consolidated Coal Company, 164 S. W. (2d), No. 10, page 1010; Diamond Coal Mining Co. v. Curnutt, 165 S. W. (2d), No. 4, page 575.

14. **Minors and Incompetent Persons.** Section 6858.

Scott v. Nashville Bridge Co., 143 Tenn. 86; Manning v. American Clothing Co., 147 Tenn. 274; Western Union Telegraph Co. v. Ausbrooks, 148 Tenn. 615; Campbell v. Bon Air Coal & Iron Corp., 151 Tenn. 132; Knoxville News Co. v. Spitzer, 152 Tenn. 614; Moore v. Nashville Union Stock Yards, 169 Tenn. 638; Franse v. Knox Porcelain Corp., 171 Tenn. 49.

15. **Medical Examination.** Section 6875.

Scott v. Nashville Bridge Co., 143 Tenn. 86; Sun Coal Co. v. Wilson, 147 Tenn. 118; Fred Cantrell v. Goosie, 148 Tenn. 282; Battle Creek Coal & Coke Co. v. Martin, 155 Tenn. 34; Helfenberger v. Harriman Northeastern R. Co., 156 Tenn. 14; DuPont Rayon Co. v. Bryant, 160 Tenn. 362; Revell v. McGaughan, 162 Tenn. 532; Keen v. Allison, 166 Tenn. 218; Blevins v. Pearson Hardwood Flooring Co., 176 Tenn. 606.

16. **Method of Payment and Proceedings to Collect.** Sections 6877, 6878a, 6885, 6899.

Marshall v. South Pittsburg Lumber & Coal Co., 164 Tenn. 267; Collins v. Murray, 164 Tenn. 580; Butterbaugh v. Loew's, Inc., 168 Tenn. 361; Employers' Liability Assurance Corp. v. Warren, 172 Tenn. 403; Davis v. Swift & Co., 175 Tenn. 210.

17. **Settlement of Claims and Disputes.** Sections 6877, 6885.

Harr v. Booher, 147 Tenn. 118; Mangrum v. Aetna Life Ins. Co., 153 Tenn. 209; Chambers v. Sanford & Treadway, 154 Tenn. 134; Wilkinson v. Johnson City Shale Brick Corp., 156 Tenn. 373; American Mutual Liability Ins. Co. v. Patrick, 157 Tenn. 618; Hedges-Walsh-Weidner Co. v. Haley, 165 Tenn. 486; U. S. Fidelity & Guaranty Co. v. McBride, 165 Tenn. 580; Redman v. DuPont Rayon Co., 165 Tenn. 585; Burton v. Miller Bros. Co., 166 Tenn. 622; Moore v. Hines, 170 Tenn. 456; Borden Mills v. Manis, 173 Tenn. 440; Southern Ry. Co. v. Baskette, 175 Tenn. 253; Greenwood v. National Biscuit Co., 175 Tenn. 302; Fely v. Chillicothe Realty Co., 175 Tenn. 315; Francis v. Williams Coal Mining Co., 156 S. W. (2d), page 434.

18. **Appeals.** Section 6885.

Black Diamond Collieries v. Deal, 150 Tenn. 474; Bon Air Coal & Iron Corp. v. Johnson, 153 Tenn. 255; Beech v. Keicher, 154 Tenn. 329; Mullins v. Tennessee Stave and Lumber Co., 155 Tenn. 132; Sledge v. Hunt, 157 Tenn. 606; Sears, Roebuck & Co. v. Starnes, 160 Tenn. 504; Bailey v. American Glanzstoff Corp., 163 Tenn. 206.

19. **Evidence and Proof.** Sections 6861, 6885.

Milne v. Sanders, 143 Tenn. 602; Tennessee Chemical Co. v. Smith, 145 Tenn. 532; Fred Cantrell v. Goosie, 148 Tenn. 282; Moore v. Cincinnati, N. O. & T. P. R. R. Co., 148 Tenn. 561; Vester Gas Range & Mfg. Co. v. Leonard, 148 Tenn. 665; Tennessee Eastman Corp. v. Russell, 150 Tenn. 331; Black Diamond Collieries v. Deal, 150 Tenn. 474; Crane Enamelware Co. v. Dotson, 152 Tenn. 401; Bry-Block Mercantile Co. v. Carson, 154 Tenn. 273; Battle Creek Coal Co. v. Martin, 155 Tenn. 34; Shockley v. Morristown Produce & Ice Co., 158 Tenn. 148; Baxter v. Jordan, 158 Tenn. 371; Hartwell Motor Co. v. Hickerson, 160 Tenn. 513; Home Ice Co. v. Franzini, 161 Tenn. 395; Black Diamond Collieries v .Gibbs, 161 Tenn. 413; Lenoir Car Works v. Hill, 163 Tenn. 578; Cambria Coal Co. v. Ault, 166 Tenn. 567; Carter v. Kelsey Wheeel Co., 168 Tenn. 262; Peters v. Salant & Salant, Inc., 168 Tenn. 272; Home Indemnity Co. of New York v. Bogue, 168 Tenn. 493.

20. **Modification of Agreements and Awards.** Section 6892.

Hartford Hosiery Mills v. Jernigan, 149 Tenn. 241; Crane Enamelware Co. v. Dotson, 152 Tenn. 401; Bon Air Coal & Iron Co. v. Johnson, 153 Tenn. 255; Glotfelter Erection Co. v. Smith, 156 Tenn. 268; McCaslin v. Heath, 157 Tenn. 380; College Coal & Mining Co. v. Smith, 21 S. W. (2d) 1038; Burton v. Miller Bros. Co., 166 Tenn. 567; Butterbaugh v. Loew's, Inc., 168 Tenn. 284; Phillips v. Memphis Furniture Mfg. Co., 168 Tenn. 481; Ledford v. Johnson City Foundry & Machine Co., 169 Tenn. 430; Shockley v. Morristown Produce & Ice Co., 171 Tenn. 591; Central Franklin Process Co. v. Gann, 175 Tenn. 267; Hay v. Woosley, 175 Tenn. 475; Nelson v. Cambria Coal Co., 158 S. W. (2d), No. 4, page 717.

21. **Commutations.** Section 6890, 6893.

American Zinc Co. v. Lusk, 148 Tenn. 220; Knoxville Knitting Mills Co. v. Galyon, 148 Tenn. 228.

22. **Assignments and Exemptions.** Section 6869.

Poore v. Bowlin, 150 Tenn. 412; Gregg v. New Careyville Coal Co., 161 Tenn. 350; Prime v. Dunaway, 164 Tenn. 396.

23. **Insurance.** Sections 6894, 6895, 6898, 6899.

Aycock Hosiery Mills v. Maryland Casualty Co., 157 Tenn. 559; American Mutual Liability Insurance Co. v. Patrick, 157 Tenn. 618; Central Surety & Insurance Corp. v. Court, 162 Tenn. 477; U. S. Fidelity & Guaranty Co. v. Booth, 164 Tenn. 41; Collins v. Murray, 164 Tenn. 580; Elliott v. Elliott Bros., 165 Tenn. 23; Alperin v. Eagle Indemnity Co., 169 Tenn. 215; McKinney v. Fidelity Coal Mining Co., 169 Tenn. 331; Welch v. Reiling, 170 Tenn. 698; Dawson Bros. and Beaver v. Peterson, Tenn. Appeal Reports, Vol. 11 (1929-30), 167; U. S. Casualty Co. v. Standard Accident Co., 175 Tenn. 559.

24. **Where Injury Is Caused by Third Party.** Section 6865.

Bristol Telephone Co. v. Weaver, 146 Tenn. 511; Blumberg v. Abbott, 159 Tenn. 586; American Mutual Liability Insurance Co. v. Otis Elevator Co., 160 Tenn. 248; City of Nashville v. Latham, 160 Tenn. 581; McCreary v. Nashville, C. & St. L. Ry. Co., 161 Tenn. 691; Keen v. Allison, 166 Tenn. 218; Walters v. Eagle Indemnity Co., 166 Tenn. 383; Hudgins v. Nashville Bridge Co., 172 Tenn. 580; Vandergriff v. Willett, 137 S. W. (2d) 957; Stanford v. Holloway, 157 S. W. (2d), page 864; Wilson v. City of Chattanooga, 165 S. W. (2d), page 373; Hammett v. Vogue, Inc., 165 S. W. (2d), No. 4, page 577.

25. **Principal, Contractor and Sub-Contractor.** Section 6866.

Williams v. Buchanan, 149 Tenn. 639; Siskin v. Johnson, 151 Tenn. 93; Finley v. Keisling, 151 Tenn. 464; Odom v. Sanford & Treadway, 156 Tenn. 202; Hunt v. Sledge, 157 Tenn. 606; Maxwlel v. Beck, 87 S. W. (2d) 564; P. H. Reynolds and Co. v. McKnight, 148 S. W. (2d), No. 2, page 357.

26. **Suits for Damages.** Sections 6859, 6860, 6895. See also under 24, **Where Injury Is Caused by Third Party.**

Manning v. American Clothing Co., 147 Tenn. 274; Farr v. Babcock Lumber & Land Co., 109 S. E. 833; Vaught v. East Tenn. and W. N. C. Ry. Co., 148 Tenn. 379; Barbee v. Baker Car Co., 154 Tenn. 130; Williams v. Carolina, C. & O. Ry. Co., 154 Tenn. 224; Johnson v. Carolina, C. & O. Ry. Co., 131 S. E. 390; Revell v. McCaughan, 162 Tenn. 532; Shipley v. Wellwood Silk Throwing Mills, 164 Tenn. 281; Louisville & Nashville R. R. Co. v. Nichols, 168 Tenn. 672; Copeland v. Cherry (1936), 95 S. W. 1275; Johnson & Mathews v. Burden, Court of Appeals, July 26, 1931; Dawson Bros. and Beaver v. Peterson, Tennessee Appeals Reports, Vol. 11 (1929-30) 167.

27. **Penalties.** Sections 6878c, 6887, 6895, 6896.

Wilkinson v. Johnson City Shale Brick Corp., 156 Tenn. 373; Hughes v. Elliott, 162 Tenn. 188.

28. **Constitutionality.**

Constitutionality of the Act (except as to Section 6885, depriving parties of right to jury trial), was upheld by the Supreme Court of Tennessee in the case of:

Scott v. Nashville Bridge Co., 143 Tenn. 86.

Constitutionality of Chapter 40, Acts of 1927, upheld by Supreme Court of Tennessee in the case of:

King v. Vestal Lumber & Mfg. Co., 158 Tenn. 12; Oman v. Delius, 162 Tenn. 192.

Constitutionality of the Act upheld by Supreme Court in the case of:

American Mutual Liability Insurance Co. v. Otis Elevator Company, 160 Tenn. 248; Oman v. Delius, 162 Tenn. 192.

29. **Miscellaneous.**

Municipal pension funds are not disturbed by the Act. (Section 6855).

Two or more employers of same employee must contribute to compensation in proportion to their respective wage liability, in the absence of different agreement between themselves (Section 6882).

Riverside Mill Co. v. Parsons, 141 S. W. (2d), No. 3, page 895.

By separate enactment, Tennessee accepted the provisions and benefits of the Federal Vocational Rehabilitation Act (Section 2476).

DISCOUNT TABLES

Showing the present value of $1.00 per week, due in any number of weeks from one to four hundred under the Workmen's Compensation Act of Tennessee, at 6% per annum, compound interest.

Adopted by

THE DIVISION OF WORKMEN'S COMPENSATION

Nashville, Tennessee

COMPOUND INTEREST 6 PER CENT PER ANNUM

Showing the present value of $1.00 per week due in any number of weeks from 1 to 400.

No. Weeks	Present Value	No. Weeks	Present Value
1	$ 0.9989	36	$ 35.2638
2	1.9966	37	36.2232
3	2.9933	38	37.1815
4	3.9888	39	38.1387
5	4.9832	40	39.0949
6	$ 5.9765	41	$ 40.0500
7	6.9687	42	41.0040
8	7.9598	43	41.9570
9	8.9498	44	42.9089
10	9.9386	45	43.8597
11	$ 10.9264	46	$ 44.8094
12	11.9130	47	45.7581
13	12.8985	48	46.7058
14	13.8830	49	47.6524
15	14.8663	50	48.5979
16	$ 15.8485	51	$ 49.5423
17	16.8297	52	50.4857
18	17.8097	53	51.4281
19	18.7886	54	52.3693
20	19.7665	55	53.3096
21	$ 20.7432	56	$ 54.2487
22	21.7189	57	55.1869
23	22.6934	58	56.1239
24	23.6669	59	57.0600
25	24.6393	60	57.9949
26	$ 25.6106	61	$ 58.9289
27	26.5807	62	59.8618
28	27.5499	63	60.7936
29	28.5179	64	61.7244
30	29.4848	65	62.6541
31	$ 30,4507	66	$ 63.5829
32	31.4155	67	64.5105
33	32.3792	68	65.4372
34	33.3418	69	66.3628
35	34.3033	70	67.2873

COMPOUND INTEREST 6 PER CENT PER ANNUM

Showing the present value of $1.00 per week due in any number of weeks from 1 to 400.

No. Weeks	Present Value	No. Weeks	Present Value
71	$ 68.2108	116	$ 108.7163
72	69.1333	117	109.5934
73	70.0548	118	110.4695
74	70.9752	119	111.3447
75	71.8946	120	112.2189
76	$ 72.8130	121	$ 131.0921
77	73.7303	121	113.9643
78	74.6466	123	114.8356
79	75.5619	124	115.7058
80	76.4761	125	116.5751
81	$ 77.3894	126	$ 117.4435
82	78.3016	127	118.3108
83	79.2128	128	119.1772
84	80.1229	129	120.0426
85	81.0321	130	120.9070
86	$ 81.9402	131	$ 121.7705
87	82.8473	132	122.6330
88	83.7534	133	123.4946
89	84.6585	134	124.3551
90	85.5626	135	125.2147
91	$ 86.4656	136	$ 126.0734
92	87.3677	137	126.9311
93	88.2687	138	127.7878
94	89.1687	139	128.6436
95	90.0678	140	129.4984
96	$ 90.9658	141	$ 130.3522
97	91.8628	142	131.2051
98	92.7588	143	132.0571
99	93.6538	144	132.9081
100	94.5478	145	133.7581
101	$ 95.4408	146	$ 134.6072
102	96.3328	147	135.4553
103	97.2237	148	136.3025
104	98.1137	149	137.1487
105	99.0027	150	137.9940
106	$ 99.8907	151	$ 138.8383
107	100.7778	152	139.6817
108	101.6638	153	140.5242
109	102.5488	154	141.3657
110	103.4328	155	142.2062
111	$ 104.3159	156	$ 143.0459
112	105.1979	157	143.8845
113	106.0790	158	144.7223
114	106.9591	159	145.5591
115	107.8382	160	146.3949

COMPOUND INTEREST 6 PER CENT PER ANNUM

Showing the present value of $1.00 per week due in any number of weeks from 1 to 400.

No. Weeks	Present Value	No. Weeks	Present Value
161	$ 147.2299	206	$ 183.8496
162	148.0639	207	184.6425
163	148.8969	208	185.4346
164	149.7290	209	186.2258
165	150.5602	210	187.0162
166	$ 151.3905	211	$ 187.8056
167	152.2198	212	188.5941
168	153.0482	213	189.3818
169	153.8757	214	190.1686
170	154.7023	215	190.9545
171	$ 155.5279	216	$ 191.7395
172	156.3526	217	192.5237
173	157.1764	218	193.3069
174	157.9992	219	194.0893
175	158.8212	220	194.8708
176	$ 159.6422	221	$ 195.6515
177	160.4623	222	196.4312
178	161.2814	223	197.2101
179	162.0997	224	197.9882
180	162.9170	225	198.7653
181	$ 163.7334	226	$ 199.5416
182	164.5490	227	200.3179
183	165.3636	228	201.0915
184	166.1772	229	201.8652
185	166.9900	230	202.6380
186	$ 167.8019	231	$ 203.4099
187	168.6128	232	204.1810
188	169.4229	233	204.9512
189	170.2320	234	205.7206
190	171.0402	235	206.4891
191	$ 171.8476	236	$ 207.2567
192	172.6540	237	208.0235
193	173.4595	238	208.7894
194	174.2641	239	209.5544
195	175.0679	240	210.3186
196	$ 175.8707	241	$ 211.0820
197	176.6726	242	211.8444
198	177.4736	243	212.6061
199	178.2737	244	213.3668
200	179.0730	245	214.1268
201	$ 179.8713	246	$ 214.8858
202	180.6687	247	215.6441
203	181.4653	248	216.4014
204	182.2609	249	217.1580
205	183.0557	250	217.9136

COMPOUND INTEREST 6 PER CENT PER ANNUM

Showing the present value of $1.00 per week due in any number of weeks from 1 to 400.

No. Weeks	Present Value	No. Weeks	Present Value
251	$ 218.6685	296	$ 251.7752
252	219.4225	297	252.4921
253	220.1756	298	253.2082
254	220.9279	299	253.9235
255	221.6794	300	254.6380
256	$ 222.4300	301	$ 255.3517
257	223.1797	302	256.0646
258	223.9287	303	256.7767
259	224.6768	304	257.4880
260	225.4240	305	258.1985
261	$ 226.1705	306	$ 258.9083
262	226.9160	307	259.6172
263	227.6608	308	260.3263
264	228.4047	309	261.0326
265	229.1478	310	261.7392
266	$ 229.8900	311	$ 262.4449
267	230.6315	312	263.1499
268	231.3721	313	263.8541
269	232.1118	314	264.5575
270	232.8507	315	265.2600
271	$ 233.5888	316	$ 265.9619
272	234.3261	317	266.6629
273	235.7982	318	267.3631
274	236.0626	319	268.0626
275	236.5330	320	268.7612
276	$ 237.2670	321	$ 269.4591
277	238.0001	322	270.1562
278	237.7325	323	270.8526
279	239.4640	324	271.5481
280	240.1947	325	272.2429
281	$ 240.9246	326	$ 272.9368
282	241.6536	327	273.6301
283	242.3819	328	274.3225
284	243.1093	329	275.0142
285	243.8359	330	275.7050
286	$ 244.5617	331	$ 276.3951
287	245.2867	332	277.0845
288	246.0109	333	277.7730
289	246.7343	334	278.4608
290	247.4568	335	279.1479
291	$ 248.1786	336	$ 279.8341
292	248.8995	337	280.5196
293	249.6196	338	281.2043
294	250.3390	339	281.8883
295	251.0575	340	282.5715

COMPOUND INTEREST 6 PER CENT PER ANNUM

Showing the present value of $1.00 per week due in any number of weeks from 1 to 400.

No. Weeks	Present Value	No. Weeks	Present Value
341	$ 283.2539	371	$ 303.3749
342	283.9355	372	304.0340
343	284.6164	373	304.6924
344	285.2966	374	305.3501
345	285.9759	375	306.0070
346	$ 286.6545	376	$ 306.6632
347	287.3324	377	307.3186
348	288.0095	378	307.9733
349	288.6858	379	308.6273
350	289.3614	380	309.2805
351	$ 290.0362	381	$ 309.9330
352	290.7102	382	310.5848
353	291.3836	383	311.2358
354	292.0561	384	311.8862
355	292.7279	385	312.5358
356	$ 293.3989	386	$ 313.1846
357	294.0692	387	313.8328
358	294.7388	388	314.4802
359	295.4076	389	315.1268
360	296.0756	390	315.7728
361	$ 296.7429	391	$ 316.4180
362	297.4095	392	317.0626
363	298.0753	393	317.7064
364	298.7403	394	318.3494
365	299.4046	395	318.9918
366	$ 300.0682	396	$ 319.6334
367	300.7310	397	320.2743
368	301.3931	398	320.9145
369	302.0545	399	321.5540
302	302.7151	400	322.1928

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